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Re: Matter of Tider Torres v. The City of New York

March 31, 2006

Dear Mr. Torres:

This is to serve as a contingent fee agreement.

The client, Tider Torres, of Brooklyn, NY, retains Stoll & Glickman L.L.P. and any attorneys it may associate with to provide legal services in pursuit of a claim arising out of police misconduct by officers of the New York City Department of Corrections, on or about February 04, 2006. Stoll & Glickman L.L.P. agrees to provide such services faithfully and with due diligence.

Compensation is to be paid only upon the contingency that the client receives an amount in recovery or settlement from any or all the defendants.

The contingency fee shall be one-third of the amount of any total recovery or settlement, except as provided below. In the event that an appeal or a second trial is necessary, the contingency fee shall be two-fifths of the amount of any recovery or settlement. The fee shall be increased from one-third to two-fifths upon the filing of an appellate brief on behalf of the client, in the event of appeal; and upon substantial completion of trial preparation in the event of a retrial.

The percentage is to apply to the full amount of any recovery or settlement after deducting disbursements. The client shall in any event be liable to Stoll & Glickman L.L.P. for all reasonable disbursements and expenses, whatever the outcome.

Stoll & Glickman L.L.P. has represented to the client, and the client understands, that due to the great uncertainties of civil rights litigation, the prospects of recovering the contingency fee would not be sufficient to induce Stoll & Glickman L.L.P. to handle this matter without the possibility of recovering a reasonable fee for the time it expends under the applicable attorneys' fees statutes.

Stoll & Glickman L.L.P. agrees that if this matter proceeds through trial and a judgment is obtained in favor of the client, it will petition the court for a separate award of attorney's fees. In the event that fees are awarded by the court, or agreed as part of a

settlement, to be paid by any defendant, all of such fees shall be paid directly to Stoll & Glickman L.L.P. and shall belong to it. All sums so received shall be credited against the above described contingency fee and Stoll & Glickman L.L.P. shall receive from the client only such additional sums as are necessary to provide a fee equal to the relevant contingency fee, if any. The amount of court awarded or agreed upon fees to be paid by the defendants shall be included as part of the recovery or settlement for purposes of calculating the contingency fee. In the event the fees paid by the defendants exceed the contingency fee, the entire amount so awarded shall belong to Stoll & Glickman L.L.P.

Stoll & Glickman L.L.P., and the client recognize the possibility that a defendant may offer to settle the claim by paying compensation to the client while insisting on a waiver of any separate claim for attorney's fees. If, in order to negotiate a settlement of the case with a defendant, the client wishes to reduce or eliminate the attorney's fees to be paid by the defendant, the client may do so. In that event, the client will be responsible for paying the greater of the contingency fee, or the amount of the attorney's fees earned through the time of settlement, computed by multiplying the reasonable amount of hours spent by each attorney, paralegal and law student who worked on the case by the market rate for that person's services at the time of the settlement, with no reductions or enhancements. Stoll & Glickman L.L.P.'s market rate is currently billed at the rate of \$300.00/hour.

The client may wish to discontinue the use of Stoll & Glickman L.L.P.'s services at any time. In such an event, and upon disposition of the client's claim, the client shall be liable to Stoll & Glickman L.L.P. for quantum merit at the rate of \$300.00/hour, but under no circumstances shall the client be liable to Stoll & Glickman L.L.P. for any amount in excess of the total amount recovered in the case, including attorney's fees.

The client understands that Stoll & Glickman L.L.P. reserves the right to discontinue representation of the client, should further investigation and work reveal the claim to be without merit, either factually or legally, in the opinion of Stoll & Glickman L.L.P.

WE HAVE READ THE ABOVE AGREEMENT BEFORE SIGNING IT AND HAVE RECEIVED A COPY OF THIS AGREEMENT.



Tider Torres
March 24, 2006



Nicole Bellina, Esq.
Stoll & Glickman L.L.P.
March 24, 2006